



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenants (the “Applicants”) pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity to be heard, to present evidence and to make submissions. No issues were raised in relation to the application or either Parties’ evidence.

Issue(s) to be Decided

Were the Applicants given a two month notice to end tenancy for landlord’s use upon which they base their claim for compensation?

Background and Evidence

The Applicant states as follows: They moved into a main house on a property (the “Unit”) on July 1, 2020 and that there was no written tenancy agreement. Rent of \$1,500.00 was payable on the first day of each month. At the outset of the tenancy the landlord at the time (the “landlord”) collected a security deposit of \$400.00. As soon as they moved into the Unit the landlord put it up for sale. In mid-October 2020 the landlord gave them a two month notice to end tenancy for landlord’s use with an effective move-out date of December 31, 2020 (the “Notice”). They do not have a copy of the Notice for their claim and do not know the date of the Notice. The reason stated on the Notice is that the purchaser of the unit would occupy the unit. The Notice sets

out the name of the Respondent as the purchaser. They moved out of the unit on December 31, 2020 and left the keys in the unit. On January 2, 2021 the Respondent returned an agreed upon security deposit amount of \$200.00. They do not have a copy of the Notice as so much time has gone by, and they never thought they would need a copy. They only discovered recently that the Respondent did not occupy the unit as required by the Notice.

The Respondent states as follows; In September 2020 they purchased the property located on a small island containing the Unit and a studio. The property was purchased in September 2020. The Realtor informed the Respondent only of a person JS being in the studio and who had been given a notice to end that tenancy. JS vacated the studio in November 2020 and the Respondent moved into the studio. The Respondent was not given any details about the rent or a copy of a tenancy agreement for the Unit or about the Applicants. The owner and seller of the property, GG, was residing in another country and the Realtor handled all the details for the purchase of the property all of which were vague to the Respondent. At the time there were a lot of people in the Unit and on the property and these persons left on December 30, 2020. The Respondent did return \$200.00 to each of the Applicants. The Respondent does not know of any details of any notice to end tenancy as this was all handled by the Realtor. The Respondent did not sign any form and did not know or talk to anybody at the property.

Analysis

Section 51(2) of the Act provides that subject to subsection (3), the purchaser who asked the landlord to give the notice to end tenancy must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if the landlord or purchaser, as applicable, does not establish that

- (a) the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and

(b)the rental unit, except in respect of the purpose specified in section 49 (6) (a), has been used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

I accept that the Respondent as a purchaser of the property containing the unit was not involved in giving the Applicants any notice to end tenancy and therefore would have no evidence to rebut the provision of any notice to end tenancy for landlord's use on the Applicants. As the Applicants did not provide a copy of the Notice upon which they are claiming compensation and did not provide any statement or evidence from a person who gave them a notice to end tenancy for landlord's use I find that the Applicants have not provided sufficient evidence of having been given a two month notice to end tenancy for landlord's use. I therefore dismiss the claim for compensation. As the Applicants have not been successful with their claim, I find that they are not entitled to recovery of the \$100.00 filing fee and in effect the application is dismissed in its entirety.

Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 28, 2023

Residential Tenancy Branch